# INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

Form Approved OMB No. 9000-0002 Expires Oct 31, 2001

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PLEAS	SE DO NOT RETURN YOUR FORM T	O THE ABO	OVE AD	DRESS. RETURN COMPL	ETED FO	ORM TO THE ADD	RESS IN BLOCK 4 BELOW.
1. SOI	LICITATION NUMBER	2. (X	( one)			3. DATE/TIME R	ESPONSE DUE
			a. INV	ITATION FOR BID (IFB)			
F04	701-03-R-0201	X	b. RE	QUEST FOR PROPOSAL (	RFP)		15:00MDT
			c. RE	QUEST FOR QUOTATION	(RFQ)		
NOTE:	INSTRUCTIONS  NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations						
	u are not submitting a response, complet ated in Block 7.	e the informa	ation in E	Blocks 9 through 11 and return	n to the iss	suing office in Block 4	l unless a different return address
provide	2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.						
	ors or quoters must plainly mark their rescitation document.	ponses with	the Solid	citation Number and the date	and local t	ime for bid opening	or receipt of proposals that is in
	mation regarding the timeliness of responsival of Bids" or "Instructions to Offerors -				entitled e	ither "Late Submission	ons, Modifications and
	UING OFFICE (Complete mailing addr	ess,		5. ITEMS TO BE PURCHA			
	uding Zip Code)			Space Test and Enginee	ering Cor	ntract (STEC 200	4)
	DET 12/PKV RACTING DIVISION						
	ABERDEEN AVE. SE						
KIRTL	AND AFB, NM 87117-5776						
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X	a. THIS PROCUREMENT IS UNREST		заррпсе	abic)			
*	b. THIS PROCUREMENT IS%		FOR S	MALL BUSINESS THE APP	PLICARI F	NAICS CODE IS:	
	c. THIS PROCUREMENT IS %					-	
	d. THIS PROCUREMENT IS RESTRIC						
7 ADI	DITIONAL INFORMATION	TED TO TIK	NIVIO LLIV	GIBEL ONDER SECTION 0(8	1) OI IIIL	SWALL BUSINESS	A01.
,							
8. POI	NT OF CONTACT FOR INFORMATIO	N					
	ME (Last, First, Middle Initial)				b. ADDI	RESS (Include Zip	Code)
MA	RIA E. CHAVEZ-MANN						
		E-MAIL ADI		COO BIOOK 1			
		ria.mann@	kirtlan	d.af.mil			
(303)	846-6878 X						
9. RE/	ASONS FOR NO RESPONSE (X all th	at apply)					
a. CANNOT COMPLY WITH SPECIFICATIONS			d. DO NOT REGULARLY	MANUFA	CTURE OR SELL TI	HE TYPE OF ITEMS INVOLVED	
b. UNABLE TO IDENTIFY THE ITEM(S)			e. OTHER (Specify)				
	c. CANNOT MEET DELIVERY REQUIR	REMENT					
10. M	10. MAILING LIST INFORMATION (X one)						
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11a. C	OMPANY NAME			b. ADDRESS (Include Zip	Code)		
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(3) SIG	3) SIGNATURE  (4) DATE SIGNED  (YYYYMMDD)						

DD FORM 1707 (BA	CK), JAN 2001
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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER
F04701-03-R-0201

DATE (YYYYMMDD) LOCAL TIME
15:00MDT

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ITEMSUPPLIES OR SERVICESQtyUnit PricePurch UnitTotal Item Amount

## **TRANSITION**

0001

Noun: TRANSITION

Descriptive Data:

The contractor shall furnish the necessary qualified personnel and services to accomplish the Phase In and Phase Out effort in accordance with Statement of Work paragraphs 3.1.1.7 and 3.1.1.8.

## **TRANSITION ODC**

0002

Noun: TRANSITION ODC

Descriptive Data:

The contract shall furnish Other Direct Cost in support of the Transition

## **BASIC CORE**

0003

Noun: BASIC CORE, 1 OCT 03 THROUGH 30SEP 04

Descriptive Data:

The contractor shall furnish the necessary qualified personnel and services to accomplish the Statement of Work (CORE Tasks) at Attachment 1 and the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto.

## **BASIC CORE ODC**

0004

Noun: BASIC CORE ODC, 1 OCT 03 THROUGH 30 SEP 04

Descriptive Data:

The contractor shall furnish the necessary Other Direct Cost (ODC) items to include travel, training and materials to accomplish the Statement of Work (CORE Tasks) at Attachment 1 and the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto.

## **BASIC CUSTOMER WORKLOAD**

0005

Noun: BASIC CUSTOMER WORKLOAD, 1 OCT 03 THROUGH 30

SEP 04

Descriptive Data:

The contractor shall furnish the necessary qualified personnel and services to accomplish the Statement of Work (Customer Tasks) at Attachment 1, the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto and via work authorizations IAW Section H, Clause Det 12 - H0003.

**Unit Price** Qtv **ITEM** SUPPLIES OR SERVICES Purch Unit **Total Item Amount** 

#### **BASIC CUSTOMER ODC**

0006

Noun: BASIC CUSTOMER ODC, 10CT 31 THROUGH 30 SEP 04

Descriptive Data:

The contractor shall furnish the necessary Other Direct Cost (ODC) items to include travel, training and materials to accomplish the Statement of Work (Customer Tasks) at Attachment 1, the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto and via work authorizations IAW Section H, Clause Det 12 - H0003.

### **DATA**

0007

DATA Noun:

NSN: N - Not Applicable

Descriptive Data:

The contractor shall furnish the data specified on the DD Forms 1423 attached hereto as

exhibit A.

## **AWARD FEE**

8000

Noun: AWARD FEE

Descriptive Data:

Earned Award Fee as documented by the Fee Determining Official.

## **OPTION 1 CORE**

0009 **OPTION CLIN** 

> OPTION 1 CORE. 1 OCT 04 THROUGH 30 SEP 05 Noun:

Descriptive Data:

The contractor shall furnish the necessary qualified personnel and services to accomplish the Statement of Work (CORE TASKS) at Attachment 1 and the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto.

## **OPTION 1 CORE ODC**

0010 **OPTION CLIN** 

> OPTION 1 CORE ODC, 1 OCT 04 THROUGH 30 SEP 05 Noun:

Descriptive Data:

The contractor shall furnish the necessary Other Direct Cost (ODC) items to include travel, training and materials to accomplish the Statement of Work (CORE TASKS) at Attachment 1 and the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto.

**Unit Price** Qtv ITEM SUPPLIES OR SERVICES Purch Unit **Total Item Amount** 

#### **OPTION 1 CUSTOMER WORKLOAD**

0011 **OPTION CLIN** 

> Noun: OPTION 1 CUSTOMER WORKLOAD, 1 OCT 04 THROUGH

> > 30 SEP 05

Descriptive Data:

The contractor shall furnish the necessary qualified personnel and services to accomplish the Statement of Work (Customer Workload) at Attachment 1,the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto and via work authorizations IAW Section H. Clause Det 12 - H0003.

**OPTION 1 CUSTOMER ODC** 

0012 **OPTION CLIN** 

OPTION 1 CUSTOMER ODC. 1 OCT 04 THROUGH 30 SEP Noun:

05

Descriptive Data:

The contractor shall furnish the necessary Other Direct Cost (ODC) items to include travel, training and materials to accomplish the Statement of Work (Customer Workload) at Attachment 1, the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto and via work authorizations IAW Section

H, Clause Det 12 - H0003.

**OPTION 2 CORE** 

**OPTION CLIN** 0013

> OPTION 2 CORE, 1 OCT 5 THROUGH 30 SEP 06 Noun:

Descriptive Data:

The contractor shall furnish the necessary qualified personnel and services to accomplish the Statement of Work (CORE Tasks) at Attachment 1 and the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto.

**OPTION 2 CORE ODC** 

0014 **OPTION CLIN** 

> OPTION 2 CORE ODC, 1 OCT 05 THROUGH 30 SEP 06 Noun:

Descriptive Data:

The contractor shall furnish the necessary Other Direct Cost (ODC) items to include travel, training and materials to accomplish the Statement of Work (CORE Tasks) at Attachment 1 and the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto.

Qty Unit Price ITEM SUPPLIES OR SERVICES Purch Unit Total Item Amount

#### **OPTION 2 CUSTOMER WORKLOAD**

0015 OPTION CLIN

Noun: OPTION 2 CUSTOMER WORKLOAD, 1 OCT 05 THROUGH

30 SEP 06

Descriptive Data:

The contractor shall furnish the necessary qualified personnel and services to accomplish the Statement of Work (Customer Workload) at Attachment 1, the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto and via work authorizations IAW Section H. Clause Det 12 - H0003.

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## **OPTION 2 CUSTOMER ODC**

0016 OPTION CLIN

Noun: OPTION 2 CUSTOMER ODC, 10CT 05 THROUGH 30 SEP

06

Descriptive Data:

The contractor shall furnish the necessary Other Direct Cost (ODC) items to include travel, training and materials to accomplish the Statement of Work (Customer Workload) at Attachment 1, the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto and via work authorizations IAW Section H, Clause Det 12 - H0003.

i, Claus

#### **OPTION 3 CORE**

0017 OPTION CLIN

Noun: OPTION 3 CORE, 1 OCT 06 THROUGH 30 SEP 07

Descriptive Data:

The contractor shall furnish the necessary qualified personnel and services to accomplish the Statement of Work (CORE Tasks) at Attachment 1 and the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto.

## **OPTION 3 CORE ODC**

0018 OPTION CLIN

Noun: OPTION 3 CORE ODC, 1 OCT 06 THROUGH 30 SEP 07

Descriptive Data:

The contractor shall furnish the necessary Other Direct Cost (ODC) items to include travel, training and materials to accomplish the Statement of Work (CORE Tasks) at Attachment 1 and the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto.

Qty Unit Price ITEM SUPPLIES OR SERVICES Purch Unit Total Item Amount

#### **OPTION 3 CUSTOMER WORKLOAD**

0019 OPTION CLIN

Noun: OPTION 3 CUSTOMER WORKLOAD, 1 OCT 06 THROUGH

30 SEP 07

Descriptive Data:

The contractor shall furnish the necessary qualified personnel and services to accomplish the Statement of Work (Customer Workload) at Attachment 1, the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto and via work authorizations IAW Section H. Clause Det 12 - H0003.

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## **OPTION 3 CUSTOMER ODC**

0020 OPTION CLIN

Noun: OPTION 3 CUSTOMER ODC, 1 OCT 06 THROUGH 30 SEP

07

Descriptive Data:

The contractor shall furnish the necessary Other Direct Cost (ODC) items to include travel, training and materials to accomplish the Statement of Work (Customer Worload) at Attachment 1, the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto and via work authorizations IAW Section

H, Clause Det 12 - H0003.

### **OPTION 4 CORE**

0021 OPTION CLIN

Noun: OPTION 4 CORE, 1 OCT 07 THROUGH 30 SEP 08

Descriptive Data:

The contractor shall furnish the necessary qualified personnel and services to accomplish the Statement of Work (CORE Tasks) at Attachment 1 and the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto.

## **OPTION 4 CORE ODC**

0022 OPTION CLIN

Noun: OPTION 4 CORE ODC, 1 OCT 07 THROUGH 30 SEP 08

Descriptive Data:

The contractor shall furnish the necessary Other Direct Cost (ODC) items to include travel, training and materials to accomplish the Statement of Work (CORE Tasks) at Attachment 1 and the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto.

Qty Unit Price ITEM SUPPLIES OR SERVICES Purch Unit Total Item Amount

#### **OPTION 4 CUSTOMER WORKLOAD**

0023 OPTION CLIN

Noun: OPTION 4 CUSTOMER WORKLOAD, 1 OCT 07 THROUGH

30 SEP 08

Descriptive Data:

The contractor shall furnish the necessary qualified personnel and services to accomplish the Statement of Work (Customer Workload) at Attachment 1, the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto and via work authorizations IAW Section H. Clause Det 12 - H0003.

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## **OPTION 4 CUSTOMER ODC**

0024 OPTION CLIN

Noun: OPTION 4 CUSTOMER ODC, 1 OCT 07 THROUGH 30 SEP

80

Descriptive Data:

The contractor shall furnish the necessary Other Direct Cost (ODC) items to include travel, training and materials to accomplish the Statement of Work (Customer Workload) at Attachment 1, the Contract Work Breakdown Structure (CWBS) at Attachment 2 attached hereto and via work authorizations IAW Section H, Clause Det 12 - H0003.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

## OTHER CONTRACT CLAUSES IN FULL TEXT

## **DET 12-B001 LIMITAION OF FUNDS (NOV 2002)**



- (a) The sum allotted to this contract and available for payment of costs under line item 0001,0003,0005,0009,0011,0013,0015,0017,0019,0021, and 0023 in accordance with the clause in Section I entitled "Limitation of Funds" is \_\_\_\_\_\_\_. (includes NMGRT)
- (b) In addition to the amount allotted under the "Limitation of Funds" clause, the additional amount of is obligated for payment of Award Fee under CLIN 0008. (includes NMGRT)

(NOTE: CLINs 0002, 0004, 0006, 0007, 0010, 0012, 0014, 0016, 0018, 0020, 0022 and 0024 are excluded from paragraph b) since the CLINs are "non-fee bearing")

NO CLAUSES OR PROVISIONS IN THIS SECTION

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

# AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

## A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-05 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)

## B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

## OTHER CONTRACT CLAUSES IN FULL TEXT

## E006 RECEIVING REPORT (DD FORM 250) MAILING ADDRESS (APR 1998)

(a) Submit original DD Form(s) 250 for all items deliverable under this contract (e.g. hardware, software, exhibit line items, status reports, services, etc.) to the following address:

SMC DET 12/VO 3548 Aberdeen Ave. S.E. Kirtland AFB, NM 87117-5778

- (b) In addition, a copy of the DD Form 250 shall accompany each shipment for all deliverable items. Shipment addresses are specified in Section F of the schedule and/or on the Contract Data Requirements List.
- (c) PROCESSING STATUS. Any inquiry as to the processing status of a DD Form 250 should be made to the following office:

SMC DET 12/VO

			SHIP	MARK	TRANS	
ITEM	SUPPLIES SCHEDULE DATA	QTY	TO	FOR	PRI	DATE

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984	4)
52.247-34	F.O.B. DESTINATION (NOV 1991)	

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

#### OTHER CONTRACT CLAUSES IN FULL TEXT

#### **DET 12-F001 OPTION CLIN PERFORMANCE PERIOD (NOV 2002)**

The respective performance period(s) for option(s) identified in Section B is as follows:

Option	CLINs	Period of Performance
OPTION 1	0009, 0010, 0011, 0012	1 OCT 04 to 30 SEP 05
OPTION 2	0013, 0014, 0015, 0016	1 OCT 05 to 30 SEP 06
OPTION 3	0017, 0018, 0019, 0020	1 OCT 06 to 30 SEP 07
OPTION 4	0021, 0022, 0023, 0024	1 OCT 07 to 30 SEP 08

## F003 CONTRACT DELIVERIES (FEB 1997)

The following terms, if used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined as follows:

- (a) "MAC" and "MARO" mean "months after the effective date for award of the contractual action (as shown in block 3, Section A, SF 26)".
  - (b) "WARO" means "weeks after the effective date for award of the contractual action".
  - (c) "DARO" means "days after the effective date for award of the contractual action".
- (d) "ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

#### OTHER CONTRACT CLAUSES IN FULL TEXT

#### G006 INVOICE AND PAYMENT - COST REIMBURSEMENT (FEB 1997)

Invoices (or public vouchers), supported by a statement of cost for performance under this contract, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) office. Under the provisions of DFARS 242.803(b), the DCAA auditor, is designated as the authorized representative of the contracting officer (CO) for examining vouchers received directly from the contractor.

## G014 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (SEP 1999)

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted to the Administrative Contracting Officer and to 377 ABW/JAN, Kirtland AFB NM The 377 ABW/JAN patent administrator can be reached at 505-846-1542

This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

## G015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998)

In accordance with FAR 52.204-03, Taxpayer Identification Number is (insert TIN).

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

## OTHER CONTRACT CLAUSES IN FULL TEXT

## DET 12-H001 BASIC EFFORT AND OPTIONS (NOV 2002)

BASIC EFFORT AND OPTIONS TO ACQUIRE CORE AND REPRESENTATIVE CUSTOMER WORKLOAD AND TO INCREASE LEVEL OF EFFORT WITHIN THE PERIOD OF PERFORMANCE

a. The Contracting Officer shall provide written notice of intent to exercise the options stated below to the Contractor on or before 60 days of the end date of the current period in the amounts stated below.

Transition

Transition Labor

Period of		Estimated	Estimated	Award Fee
Performance	CLIN	Hours	Cost Per Hour	Per our
Contract Award-30 Sep 03	0001	*	*	*

Transition material, travel and training associated with the transition tasks will be paid for on a cost reimbursement basis without fee under a separate CLIN

Period of

Performance	CLIN
Contract Award-30 Sep 03	0002

**CORE** 

Core Labor

Period of		Estimated	Estimated	Award Fee	
Performance	CLIN	Hours	Cost Per Hour	Per our	
1 Oct 03 - 30 Sep 04	0003	*	*	*	
1 Oct 04 - 30 Sep 05	0009	*	*	*	
1 Oct 05 - 30 Sep 06	0013	*	*	*	
1 Oct 06 - 30 Sep 07	0017	*	*	*	
1 Oct 07 - 30 Sep 08	0021	*	*	*	

Core material, travel and training associated with the core tasks will be paid for on a cost reimbursement basis without fee under a separate CLIN

	Period of	
--	-----------	--

Performance	CLIN
1 Oct 03 - 30 Sep 04	0004
1 Oct 04 - 30 Sep 05	0010
1 Oct 05 - 30 Sep 06	0013
1 Oct 06 - 30 Sep 07	0018
1 Oct 07 - 30 Sep 08	0022

Additional hours maybe ordered to accommodate customer work via work authorizations in the amounts stated below:

#### REPRESENTATIVE CUSTOMER WORKLOAD

Period of		Estimated	Estimated	Award Fee
Performance	CLIN	Hours	Cost Per Hour	Per our
1 Oct 03 - 30 Sep 04	0005	*	*	*
1 Oct 04 - 30 Sep 05	0011	*	*	*
1 Oct 05 - 30 Sep 06	0015	*	*	*
1 Oct 06 - 30 Sep 07	0019	*	*	*
1 Oct 07 - 30 Sep 08	0023	*	*	*

Customer material, travel and training associated with the customer tasks will be paid for on a cost reimbursement basis without fee under a separate CLIN

eric	

Performance	CLIN
1 Oct 03 - 30 Sep 04	0006
1 Oct 04 - 30 Sep 05	0012
1 Oct 05 - 30 Sep 06	0016
1 Oct 06 - 30 Sep 07	0020
1 Oct 07 - 30 Sep 08	0024

b. In addition to the estimated hours listed above, the government shall have the right from time to time to increase the number of hours on the contract by a total maximum of 100% of the basic Core and basic estimated Representative Customer Workload quantity of hours within the basic period and each option period by issuance of a unilateral modification at the same rate(s) as the basic quantity and option period by the Contracting Officer within the period of performance of this contract.

## **DET 12-H002 RATE REDETERMINATION (NOV 2002)**

#### RATE REDETERMINATION

The contractor shall propose rates for all years of the contract. The Contractor shall submit 6 months prior to each option period a rate redetermination proposal based upon performing the remaining contract option periods. All rates subject to this rate redetermination clause and requested in the rate adjustment must be approved by DCAA prior to submission to the Government for incorporation into the contract. To enable a proper rate adjustment to be accomplished, the Government will require limited cost data that will include all proposed rates on the original proposal. The rates that would be affected include Direct Labor Rates, Fringe, Overhead, General and Administrative, Cost of Money (if proposed), etc. Any Rate adjustment computation that increases or decreases the value of a CLIN will be used to compute an increase or decrease to the award fee for the years affected ti the increased/decreased amount of the adjustment.

## DET 12-H003 WORK AUTHORIZATIONS (NOV 2002)

#### **WORK AUTHORIZATIONS**

- A. Only the Contracting Officer or the Contracting Officer's Representative (COR) shall issue Work Authorizations.
- B. Prior to the issuance of a Work Authorization, the contractor shall provide an estimated number of hours, estimated dollar amount, estimated material cost and a delivery schedule for the work to be accomplished IAW CDRL A003.
- C. Each Work Authorization shall:
  - 1. Provide specific direction to the contractor as to the task to be accomplished;
  - 2. Establish a period of performance for the task;
  - 3. Establish the maximum number of hours and dollars to be expended on the specific task;

4. Establish the maximum material and travel costs, if applicable to be expended on the specific task. D. The contractor shall not exceed the number of estimated hours stated in a Work Authorization without the express written approval of the contracting officer or the COR. The Contractor shall notify the Contracting Officer or the COR whenever additional hours beyond those stated in the Work Authorization will be required for completion.

#### **H014 SUCCESSOR CONTRACTOR (SEP 1997)**

- (a) This contract represents a continuing need of the Government, and as such, it is anticipated that, upon completion or termination of this contract, another contract for substantially the same effort will be executed. In the event that another Contractor is selected as the "successor" Contractor, it is mutually agreed and understood that the Government interests in such a case may be best served through employment by the successor Contractor of Contractor employees who may be acceptable to the successor Contractor and who otherwise elect to accept employment with the successor Contractor.
- (b) The Contractor agrees to preserve and make available to the Contracting Officer, if requested, copies of all records and other documentation, developed or acquired under this contract or preceding contracts for this effort, regarding performance of the work required by this contract.
- (c) The Contractor agrees to cooperate fully with the Government and any successor Contractor to ensure an orderly transition at the end of this contract. The Contractor shall:
- (1) Make available to the Contracting Officer, upon request, the names, job titles, and duties of all employees who have worked under this contract;
- (2) Permit current employees to be interviewed for possible employment by a successor Contractor:
- (3) Provide, as requested, an orientation for a maximum of \_\_\_\_ (insert number of employees) successor Contractor employees during the final sixty (60) days of this contract.

## **H025 INCORPORATION OF SECTION K (OCT 1998)**

Section K of the solicitation is hereby incorporated by reference.

#### H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997)

In order to comply with DFARS 252.204-7000, Disclosure of Information, the following copies of the information to be released are required at least 45 days prior to the scheduled release date:

- (a) 1 copy(ies) to: Office of Public Affairs, SMC DET 12/PA
- (b) 1 copy(ies) to: Contracting Officer, SMC DET 12/PKV
- (c) 1 copy(ies) to: Program Manager, SMC DET 12/ VOX.

#### **H033 SOLICITATION NUMBER (APR 1998)**

Solicitation Number: F04701-03-R-0201

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database\_Version: 5.2.x.000; Issued: 10/24/2002; Clauses: ; FAR: FAC 2001-09; DFAR: DCN20021001; DL.: DL 98-021; Class Deviations: CD 200200003; AFFAR: 2002 Edition; AFMCFAR: 2002 Edition; AFAC: AFAC 96-5; IPN: 98-009

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

## A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (DEC 2001)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-00	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-07	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR
32.203-06	IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
02.203 12	(JUN 1997)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH
	CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL
	1995)
52.215-02	AUDIT AND RECORDS NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATAMODIFICATIONS
	(OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATAMODIFICATIONS (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)
	OTHER THAN PENSIONS (OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
	COST OR PRICING DATAMODIFICATIONS (OCT 1997) - ALTERNATE II (OCT 1997)
52.216-07	ALLOWABLE COST AND PAYMENT (FEB 2002)
52.217-08	OPTION TO EXTEND SERVICES (NOV 1999)
	Period of time. '60 days'
52.217-09	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
	Para (a), Period of time '15 Days'
	Para (a), 60 or as appropriate '60 Days'
	Para (c), Number of Months/Years. '5 Years 3 Months'
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II (OCT 2001)
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-02	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
	Para (a), Dollar amount is '?????'
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)

52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE
	VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)
52.223-11	OZONE-DEPLETING SUBSTANCES (MAY 2001)
52.223-11	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
52.225-14	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC
52.226-01	
52 227 01	ENTERPRISES (JUN 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-10	FILING OF PATENT APPLICATIONS CLASSIFIED SUBJECT MATTER (APR 1984)
52.227-12	PATENT RIGHTS RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)
	para (l), insert agency instructions for communications "Communications will be substantial
	enough to ensure that, at the Federal agency's discretion, the Contractor fulfills its responsibilities as stated."
52.228-07	INSURANCE LIABILITY TO THIRD PERSONS (MAR 1996)
52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (OCT 1988)
32.229-10	Para (c), Agency name 'United States Department of the Air Force'
	Para (g), Agency name 'United States Department of the Air Force'
	Para (g), Agency name 'United States Department of the Air Force'
50 000 00	Para (g), Agency name 'United States Department of the Air Force'
52.230-02	COST ACCOUNTING STANDARDS (APR 1998)
52.230-06	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (FEB 2002) - ALTERNATE I (FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR
	REGISTRATION (MAY 1999)
52.233-01	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.237-02	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR
	1984)
52.237-03	CONTINUITY OF SERVICES (JAN 1991)
52.239-01	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	
	BANKRUPTCY (JUL 1995)
52.243-02	CHANGES COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
52.243-07	NOTIFICATION OF CHANGES (APR 1984)
	Para (b), Number of calendar days is '30 days'
	Para (d), Number of calendar days is '30 days'
52.244-02	SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)
	Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the
	following subcontracts: 'None'
	Para (k), the following subcontracts which were evaluated during negotiations: 'None'
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)

52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)
52.245-01	PROPERTY RECORDS (APR 1984)
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (JAN 1986)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.246-25	LIMITATION OF LIABILITY SERVICES (FEB 1997)
52.247-05	FAMILIARIZATION WITH CONDITIONS (APR 1984)
52.247-27	CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL
	SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
52.248-01	VALUE ENGINEERING (FEB 2000) - ALTERNATE II (FEB 2000)
	Para (m). Contract number. '?????'
52.249-06	TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-01	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)
32.233 01	COM OTER GENERATED FORMAS (VIII (1991)
B. DEFENSE	FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES
252 201 7000	CONTRACTING OFFICERIC REPRESENTATING (DEC 1001)
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
	CONTRACT-RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252 215 7000	
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
252 222 5004	SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS
	MATERIALS (APR 1993)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
252.225-7009	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND
	COMPONENTS) (AUG 2000)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC
	ENTERPRISES-DOD CONTRACTS (SEP 2001)
252.227-7000	NON-ESTOPPEL (OCT 1966)
252.227-7013	RIGHTS IN TECHNICAL DATANONCOMMERCIAL ITEMS (NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL
	COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
252.227-7015	TECHNICAL DATACOMMERCIAL ITEMS (NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONSCOMPUTER SOFTWARE (JUN 1995)
252.227-7015	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED
_52.221 1025	INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

252.227-7030	TECHNICAL DATAWITHHOLDING OF PAYMENT (MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.227-7039	PATENTSREPORTING OF SUBJECT INVENTIONS (APR 1990)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.235-7003	FREQUENCY AUTHORIZATION (DEC 1991)
252.235-7003	FREQUENCY AUTHORIZATION (DEC 1991) - ALTERNATE I (DEC 1991)
252.242-7000	POSTAWARD CONFERENCE (DEC 1991)
252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD
	CONTRACTS) (MAR 2000)
252.246-7001	WARRANTY OF DATA (DEC 1991)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)
252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)
	Para (f), Contractor's address is "See SF 26, Block 7"
	Para (f), Government remittance address is "TBD by Government Supply Source"

## C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.204-9000	NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY (JUN 2002)
5352.204-9001	VISITOR GROUP SECURITY AGREEMENTS (MAY 1996)
5352.223-9000	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY
	1996)
	Para (d), Substances are 'None'
5352.223-9001	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)
5352.242-9000	CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 2002)
	Para (b), Any additional requirements to comply with local security procedures "emissions
	certificate"

# D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.215-9008	ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS
	(AFMC) (JUL 1997)

Para (a), Manpower Support Services Contractor's Name 'The Aerospace Corporation'

Para (a), Major Support Areas (Such as Technical Evaluation and Acquisition Management Support) "engineering and operations technical support"

Para (b), Applicable Task Detail "engineering and operations technical support"

Para (c), Manpower Support Services Contractor's Name "The Aerospace Corporation"

Para (c), Areas for Cooperation: 'responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, financial data including the Contractor's cost/schedule management system/records and accounting system, all in original form or reproduced; discussing technical matters related to the program; providing access to Contractor facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate support Contractor technical personnel.'

5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997)

5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997)

Alt I, Para (e), List Installations "Kirtland AFB NM and Schriever AFB CO"

Alt I, Para (f), List Support Items "(See Attachement 3)"

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

#### A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

#### 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://farsite.hill.af.mil/

## 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

#### 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) (TAILORED)

- (a) The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.
  - (1) Descriptions or definitions:

"Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

"Development" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

# 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE II (AUG 2002) (TAILORED)

Alternate II (AFMC)(AUG 2002)

(a)(2) The Contractor shall participate in the technical evaluation of other Contractors' proposals or products. To ensure objectivity, the Contractor is precluded from award of any supply or service contract or subcontract for the system or its major components. This restriction shall be effective for 'the life of this contract for the life of the contract. This does not apply to other technical evaluations concerning the system.

# 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE III (AUG 2002) (TAILORED)

Alternate III (AFMC)(AUG 2002)

(b) The Contractor may gain access to proprietary information of other companies during contract performance. The Contractor agrees to enter into company-to-company agreements to (1) protect another

company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the Contractor from other sources and furnished voluntarily without restriction.

# 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE VI (AUG 2002) (TAILORED)

Alternate VI (AFMC) (AUG 2002)

(c) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	0		CONTRACT DATA REQUIERMENTS LIST
ATTACHMENT 1	0		STATEMENT OF WORK
ATTACHMENT 2	0		CONTRACT WORK BREAKDOWN STRUCTURE
ATTACHMENT 3	0		BASE SUPPORT AGREEMENT
ATTACHMENT 4	0		DD FORM 254 - COTRACT SECURITY CLASSIFICATION

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

#### A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)
- 52.225-02 BUY AMERICAN ACT CERTIFICATE (MAY 2002)

#### B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

- 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
- II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

#### A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

# 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION) (APR 1991)

(Applicable only to this instant procurement, not to 'any' contract, and only if proposal or resultant contract is in excess of \$100,000).

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## 52.204-03 TAXPAYER IDENTIFICATION (OCT 1998)

[ ] International organization per 26 CFR 1.6049-4;

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).
[ ] TIN:
[ ]TIN has been applied for.
[ ] TIN is not required because:
[ ]Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
[ ] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;

[ ] Other
(f) Common parent.
[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
[ ] Name and TIN of common parent:
Name
TIN
52.204-05 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)
(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.) The offeror represents that it [ ] is, [ ] is not a women-owned business concern.
52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)
(a)
(1) The Offeror certifies, to the best of its knowledge and belief, that
(i) The Offeror and/or any of its Principals
(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
(ii) The offeror has [ ] has not [ ] within a three-year period preceding this officer, had one or more contracts terminated for default by any Federal agency.
(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### 52.215-06 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance	Name and Address of Owner
(street address, city,	and Operator of the Plant
state, county, zip code)	or Facility if Other Than
	Offeror or Respondent

# 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

- (2) The small business size standard is 1000 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
  - (b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.
(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.
(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that
(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(c) Definitions. As used in this provision
"Service-disabled veteran-owned small business concern"-
(1) Means a small business concern-
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business

under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
"Women-owned small business concern," means a small business concern
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
(d) Notice.
(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall
(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.
Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:
(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The o	fferor	rep	reser	ıts	that
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- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
  - (b) It [ ] has, [ ] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

## 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-
  - (b) By signing this offer, the offeror certifies that----
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-
- \_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section  $\overline{313}$ (c) of EPCRA, 42 U.S.C. 11023(c);-
- esction 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-
- established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- \_\_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District
of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.
52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)
Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.
Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.
If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.
I. DISCLOSURE STATEMENTCOST ACCOUNTING PRACTICES AND CERTIFICATION
(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.
CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.
(c) Check the appropriate box below:
[ ] (1) Certificate of Concurrent Submission of Disclosure Statement.
The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)
Date of Disclosure Statement:  Name and Address of Cognizant ACO or Federal Official Where Filed:
The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

[ ] (2) Certificate of Previously Submitted Disclosure Statement.

Date of Disclosure Statement:Official Where Filed:	Name and Address of Cognizant ACO or Federal
The offeror further certifies that the practices used in ecost accounting practices disclosed in the applicable D	estimating costs in pricing this proposal are consistent with the isclosure Statement.
[ ] (3) Certificate of Monetary Exemption.	
control, did not receive net awards of negotiated prime million or more in the cost accounting period immedia	us changes before an award resulting from this proposal, the
[ ] (4) Certificate of Interim Exemption.	
(3) of this subsection, in the cost accounting period im submitted and (ii) in accordance with 48 CFR 9903.20 Statement. The offeror further certifies that if an award	reeded the monetary exemption for disclosure, as defined in mediately preceding the period in which this offer was 2-1, the offeror is not yet required to submit a Disclosure I resulting from this proposal has not been made within 90 diately submit a revised certificate to the Contracting Officer, 2) of Part I of this provision, as appropriate, to verify
subcontract of \$50 million or more in the current cost	cause they were awarded a CAS-covered prime contract or accounting period may not claim this exemption (4). Further, als submitted before expiration of the 90-day period following apption was exceeded.
II. COST ACCOUNTING STANDARDSELIGIBIL	ITY FOR MODIFIED CONTRACT COVERAGE
indicate by checking the box below. Checking the box	of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall below shall mean that the resultant contract is subject to the ces clause in lieu of the Cost Accounting Standards clause.
provisions of 48 CFR 9903.201-2(b) and certifies that Consistency of Cost Accounting Practices clause becauthe period in which this proposal was submitted, the of	use during the cost accounting period immediately preceding fferor received less than \$50 million in awards of CAS-further certifies that if such status changes before an award
į .	y for modified contract coverage if this proposal is expected to nillion or more or if, during its current cost accounting period, ime contract or subcontract of \$50 million or more.
III. ADDITIONAL COST ACCOUNTING STANDA	RDS APPLICABLE TO EXISTING CONTRACTS
The offeror shall indicate below whether award of the subparagraph (a)(3) of the Cost Accounting Standards practices affecting existing contracts and subcontracts.	clause, require a change in established cost accounting
[ ] YES [ ] NO	

#### **B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT**

# 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

- (a) Definitions. As used in this provision--
- (1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).
  - (2) "Entity controlled by a foreign government"--
    - (i) Means--
- (A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
  - (B) Any individual acting on behalf of a foreign government.
- (ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.
- (3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.
  - (4) "Proscribed information" means--
    - (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
  - (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
  - (iv) Special Access Program (SAP) information; or
  - (v) Sensitive Compartmented Information (SCI).
- (b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).
- (c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government Description of Interest, Ownership Percentage, and Identification of Foreign

Government

# 252.225-7000 BUY AMERICAN ACT-- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

- (a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.
  - (c) Certifications.
    - (1) The Offeror certifies that--
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
  - (2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country Line Item Number	End Products Country of Origin
(List only qualifying country end	products.)
(3) The Offero	r certifies that the following end products are nonqualifying country end products:
Nonqualifying Co	ountry End Products
Line Item Number	Country of Origin (If known)

# 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data-Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in

Technical Data or Computer Software

to be Furnished

Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Name of Person

Asserting

Asserted

Rights

Basis for

With Restrictions	* Assertion**	Category***	Restrictions****
developed at priv	ate expense, identify both	the deliverable t	tation) pertaining to items, components, or processes echnical data and each such item, component, or mentation identify the software or documentation.
restrictions. For the item, compon documentation ge Indicate whether	technical data, other than ent, or process to which the enerally may not be restrict development was accompl	computer software data pertain. The data pertain. The ded. For computished exclusivel	vely or partially, is the only basis for asserting re documentation, development refers to development of the Government's rights in computer software ter software, development refers to the software. If development was not locumentation, enter the specific basis for asserting
	nother contract, limited, re		license rights from a prior contract, rights in SBIR data ernment purpose rights under this or a prior contract, or
****Corporation,	individual, or other perso	n, as appropriate	4.
*****Enter "none	e" when all data or softwar	re will be submit	ted without restrictions.
	Date		
	Printed Name and Title		
	Signature		
	-		

f

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

## 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
  - (b) Representation. The Offeror represents that it--

	Does anticipate	e that supplies	will be tra	nsported by	sea in t	he perform	mance of a	any o	contract o	or
subcontract re	esulting from this	s solicitation.								

\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

# C. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS IN FULL TEXT

## 5352.215-9007 USE OF NON-GOVERNMENT ADVISORS (AFMC) (NOV 1998)

(a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by:

Name of firm(s)
The Aerospace Corporation

- (b) Offerors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the offeror objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal.
  - (1) Any objection to disclosure:

(i) Shall be provided in writing to the contracting officer within 10 days of RFP issuance;

and

(ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors. (2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm:					
Name (	individual auth	orized to com	mit firm):		
Title:					
Date of	Execution:				

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

## A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-06	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)
52.211-02	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS
	AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION
	MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-
	L (DEC 1999)
52.215-01	INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION (MAY 2001)
52.215-16	FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
	COST OR PRICING DATA (OCT 1997) - ALTERNATE IV (OCT 1997)
	Alt IV, Para (b), Insert description of the information and the format that are required: '?????'
52.216-01	TYPE OF CONTRACT (APR 1984)
	Type of contract is 'Cost Plus Award Fee'
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
52.233-02	SERVICE OF PROTEST (AUG 1996)
	Para (a) Official or location is "Maria E. Chavez-Mann, SMC Det 12/PKV, 3548 Aberdeen Ave.
	S.E., Kirtland AFB NM 87117-5778 with a copy to Roland Shank, SMC/PKC, 155 Discovery
	Blvd, Suite 1516, Los Angeles AFB, EL Segundo CA 90245-4692."
52.237-01	SITE VISIT (APR 1984)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

## B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.211-7001	AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS,
	DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS,
	AND OTHER PERTINENT DOCUMENTS (DEC 1991)
	Activity name is 'SMC Det 12/PKV ATTN: Lt Jeremy Perry'
	Activity address is '3548 Aberdeen Ave. S.E., Kirtland AFB NM, 87117-5778'
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE
	GOVERNMENT (JUN 1995)

# C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

5352.215-9000 FACILITY CLEARANCE (MAY 1996)

# <u>D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS</u>

5352.209-9003	POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (JUL 1997)
	Para (a), Nature of the proposed conflict is "the potential gain of unfair competitive advantage for
	future acquisitions by having access to other contractor's proprietary data."
	Para (a)(1), nature of the proposed restraint and the applicable time period is "proprietary
	information is protected from unauthorized use or disclosure for as long as it remains proprietary
	and that the information is not used for any purpose other than for which it was furnished."
5352.227-9001	QUALIFICATION OF OFFEROR UNDER EXPORT - CONTROLLED RESTRICTED
	SOLICITATION (AFMC) (JUL 1997)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

#### A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

#### 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): http://farsite.hill.af.mil/

## 52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## **B. OTHER SOLICITATION PROVISIONS IN FULL TEXT**

## L003 NEW MEXICO GROSS RECEIPTS TAX (SEP 2001)

- (a) New Mexico Gross Receipts (NMGRT) applies to all receipts collected (cost and profit) from engaging in business in New Mexico (NM); selling property in NM, leasing property employed in NM, selling R&D services performed outside NM the product of which is initially used in NM if the contractor has nexus in NM, or performing services in NM.
- (b) Offerors are expected to be knowledgeable of the Gross Receipts and Compensating Tax Act for the State of New Mexico in the preparation of their proposal. For assistance, please contact the State of New Mexico Taxation and Revenue Department, P.O. Box 630, Santa Fe NM 87509-0603, or call (505) 827-0928 or 0909.

#### L011 APPLICABLE CLAUSES (MAY 2002)

The appropriate clauses to be included in the contract will be determined based on Offeror's response to the Section K representations.

- (a) Patent Rights. If the Offeror is a small business firm or nonprofit organization, then FAR 52.227-11, PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM), DFARS 252.227-7034, PATENTS SUBCONTRACTS, and DFARS 252.227-7039, PATENTS REPORTING OF SUBJECT INVENTIONS will be used in Section I. Otherwise, FAR 52.227-12, PATENT RIGHTS RETENTION BY THE CONTRACTOR (LONG FORM), will be included in Section I consistent with FAR Part 27.
- (b) Cost Accounting Standards. Section I of this solicitation may contain the three Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, 52.230-5, and/or 52.230-6. The resultant contract will contain only those clauses required based on the Offeror's response to the Section K certification titled Cost Accounting Standards Notices and Certification (National Defense).
- (c) State of New Mexico. Section I of this solicitation may contain the clause at FAR 52.229-10, STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX. The resultant contract will contain this clause only if performance is in whole or in part within the State of New Mexico and the contract directs or authorizes the contractor to acquire property as a direct cost under the contract.

- (d) Educational institutions and nonprofit organizations. If a cost-reimbursement type contract is contemplated and the offeror is an educational institution, paragraph (a) of the clause at FAR 52.216-7, Allowable Cost and Payment shall be altered in the resultant contract to refer to FAR Subpart 31.3 for determining allowable costs. Similarly, if the offeror is a nonprofit organization (other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122), paragraph (a) of the clause at FAR 52.216-7 shall be altered to refer to FAR Subpart 31.7. In addition, if the offeror is an educational institution, DFARS 252.209-7005, MILITARY RECRUITING ON CAMPUS, will be added to Section I of the resultant contract.
- (e) Subcontracting Plan. If the offeror has a comprehensive subcontracting plan under the test program described in 219.702(a), DFARS 252.219-7004, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) and AFMCFARS 5352.219-9002, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (AFMC) will be used in Section I in lieu of FAR 52.219-9, FAR 52.219-10, FAR 52.219-16, DFARS 252.219-7003, and AFMCFARS 5352.219-9000.

#### L014 SOLICITATION EXCEPTIONS (FEB 1997)

Should the Offeror not concur with the proposed contract schedule and provisions, or desires modification thereto, it should be so stated in the proposal transmittal letter with reasons therefor.

## L021 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (FEB 1997)

FAR 52.219-9 AND DFARS 252.219-7003 and 252.219-7005 are included in this solicitation and will be incorporated into any resultant contract. A subcontracting plan is required from all offerors other than small business concerns for proposals exceeding \$500,000 which contain subcontracting opportunities. The plan shall be submitted with the initial proposal and will be concurrently negotiated. If a cost proposal is required by this solicitation, it must relate to, and substantiate, the submissions under FAR 52.219-9(d). Also substantiate the reasonableness of any additional costs to be expended in pursuit of the small disadvantaged business goal. The offeror's submission must provide sufficient information to support the contracting officer's review of the subcontracting plan to determine: (a) if it is acceptable (otherwise an offeror will be ineligible to receive the contract award); and (b) if at the time of contract completion any small disadvantaged business subcontracting incentive or award fee has been earned. Contractors who have been selected for participation in the DoD test program authorized by Section 834 of Public Law 101-189 and who have approved comprehensive subcontracting plans are not required to negotiate subcontracting plans on an individual contract basis. If the offeror has an approved comprehensive subcontracting plan under the DoD test program, the offeror shall provide a copy of its approved comprehensive subcontracting plan in lieu of the individual plan required herein. Any contract resulting from this solicitation which includes a comprehensive subcontracting plan will include the clause at 252.219-7004, Small Business and Small Disadvantaged Business Subcontracting Plan (Test Program), in lieu of the clauses at FAR 52.219-9, and DFARS 252.219-7003 and 252.219-7005.

## L029 DETERMINATION OF COMPETITIVE RANGE (FEB 1997)

- a. Pursuant to FAR 15.306, the Contracting Officer's determination of competitive range of proposals submitted as a result of this solicitation will consider such criteria as technical evaluation/ranking of the proposal, initial cost/ price proposed, and other items set forth in Section M of this solicitation. See the Section M paragraph entitled "Evaluation Criteria," for a definitive listing of these criteria and their relative importance.
- b. Offerors are hereby advised that only those proposals determined to have a reasonable chance for award of a contract will be included in the competitive range. While every effort will be made to maintain strong competition, the Contracting Officer will also look to eliminate time consuming and unnecessary discussions with those offerors whose proposals have no reasonable chance for award. This procedure is considered beneficial to both the Air Force and the offerors involved since, in addition to saving further expenditure of resources, acquisition lead time should be reduced.

- c. Accordingly, offerors should submit initial proposals on their most favorable terms, from both a technical and cost/price standpoint. Again, it should be noted that proposals will not be included in the competitive range solely on the basis of technical acceptability, nor will they be included due to cost/price considerations alone.
- d. Offerors whose proposals are not included in the competitive range will be notified as soon as practicable. Additional information relative to such proposals will be provided through debriefing of unsuccessful offerors.

## L045 ACCESS TO AIR FORCE COMPUTER SYSTEMS (MAR 1999)

If performance under this contract will require access to Air Force computer systems (stand alone or networked), compliance with Air Force Instruction (AFI) 33-119 and Air Force Systems Security Instruction (AFSI) 5027 is mandatory. It should be noted that such access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. Offerors should make themselves familiar with local procedures for processing such requirements, and be prepared to be in compliance on the first day of contract performance. Failure to comply with this requirement may be considered a failure to perform.

**NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.217-04 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)